EXHIBIT 1

Jeremy D. Eveland, MBA, JD (10412)
Jared B. Pearson (12200)
EVELAND & ASSOCIATES, PLLC.
8833 South Redwood Road, Suite C
West Jordan, Utah 84088
Telephone: (801) 676-5506
Facsimile: (801) 676-5508
Attorneys for Petitioner

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, WEST JORDAN DEPT., STATE OF UTAH

DANIEL CROWLEY, an Individual, and MEGAN CROWLEY, an Individual Plaintiffs, vs. NATIONSTAR MORTGAGE, LLC, and DOES I-X, Defendant	**COMPLAINT** **(Jury Trial Demanded)** Case No. Judge:

Plaintiffs DANIEL CROWLEY and MEGAN CROWLEY, by and through counsel of record, hereby complain against the above-named Defendant NATIONSTAR MORTGAGE, LLC, and DOES I-X, (collectively "Defendant") and allege as follows:

PARTIES

1. Plaintiff Daniel Crowley is an individual residing in the state of Utah.

2. Plaintiff Megan Crowley is an individual residing in the state of Utah.

3. Defendant Nationstar Mortgage LLC is a Mortgage Company incorporated in Salt Lake City, Utah, with its place of business in Salt Lake City, Utah.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this action pursuant to Utah Code Ann. § 78A-5-102.

5. This Court has personal jurisdiction over Defendants in that it resides in and/or is doing business in, the state of Utah.

6. Venue is proper in this Court pursuant to Utah Code §§ 78B-3-301 and 78B-3-307.

GENERAL ALLEGATIONS

7. In or about June of 2013, Plaintiffs were in discussions with Nationstar Mortgage regarding options available to stay in their home since Plaintiff's were behind on their mortgage payment.

8. The representative from Nationstar Mortgage suggested that Plaintiffs apply for a home loan modification.

9. Plaintiffs informed the representative that they had previously applied for a home loan modification with Bank of America, the previous holder of the note on the property in question, and were subsequently approved for said modification.

10. The representative informed Plaintiffs that they could still apply for a home loan modification with Nationstar Mortgage.

11. Therefore, in June of 2013 Plaintiff applied for a home loan modification with Defendant Nationstar Mortgage, LLC.

12. Plaintiffs quickly submitted the necessary documents for said loan, however on multiple occasions Defendant informed Plaintiffs that Defendant had not received said documents.

13. Plaintiffs re-sent the documents to Defendant on each occasion until Defendant finally acknowledged that all necessary documents had been received on September 23, 2013.

14. On or about October 29, 2013, Plaintiff received a letter from Defendant stating that they had been approved to enter into a trial period plan, the letter further stated that once the 3 trial payments were timely made, Plaintiff's mortgage would be permanently modified, letter attached as Exhibit "A."

15. In addition, the letter stated that in order to *accept* the *offer* they must make the trial payments by the designated deadline.

16. Shortly thereafter Plaintiffs made their first trial payment in the amount of $1,923.77.

17. Subsequently, Plaintiffs contacted Defendant and were told they were not eligible because they had previously received a modification from Bank of America.

18. Nevertheless, Defendant accepted Plaintiffs' first trial payment.

19. Since then Plaintiffs have Discovered that Defendant intends to foreclose on the property in question.

FIRST CAUSE OF ACTION
(Breach of Contact)

20. Plaintiffs hereby incorporate by this reference the allegations set forth above in paragraphs 1 through 18 as if fully set forth herein.

21. Defendant offered to Plaintiffs an opportunity to enter into a trial period whereby Defendant would accept a smaller house payments for a period of three months, and thereafter permanently modify Plaintiffs' mortgage.

22. Plaintiffs accepted said offer by making the first of the trial payments.

23. Defendant accepted the payment but refused to honor the agreement despite a valid offer and acceptance.

24. Defendant has breached the agreement by failing to uphold the terms of the agreement.

25. Plaintiffs have been damaged in an amount to be proven at trial, but not less than $100,000.00.

26. In addition, Defendant should be bound to the Trial Period and Modification agreement that was drafted and submitted by Defendant.

SECOND CAUSE OF ACTION
(Unjust Enrichment)

27. Plaintiffs hereby incorporate by this reference the allegations set forth above in paragraphs 1 through 25 as if fully set forth herein.

28. Defendants accepted the payment tendered by Plaintiffs but refused to honor the agreement.

29. Defendants have been unjustly enriched as a result of their actions.

30. Plaintiffs have been damaged in an amount to be proven at trial, but not less than $100,000.00.

31. In addition, Defendant should be bound to the Trial Period and Modification agreement that was drafted and submitted by Defendant.

THIRD CAUSE OF ACTION
(Detrimental Reliance)

32. Plaintiffs hereby incorporate by this reference the allegations set forth above in paragraphs 1 through 30 as if fully set forth herein.

33. Plaintiffs received a valid offer from Defendant.

34. Plaintiffs relied on that offer and accepted said offer by tendering an initial payment.

35. Nevertheless, Defendant subsequently withdrew the offer.

36. Plaintiffs relied on Defendant's offer and are now in a worse position than when the Modification process started.

37. Plaintiffs have been damaged in an amount to be proven at trial, but not less than $100,000.00.

38. In addition, Defendant should be bound to the Trial Period and Modification agreement that was drafted and submitted by Defendant.

FOURTH CAUSE OF ACTION
(Breach of Implied Covenant of Good Faith and Fair Dealing)

39. Plaintiffs hereby incorporate by this reference the allegations set forth above in paragraphs 1 through 37 as if fully set forth herein.

40. Plaintiffs accepted a valid offer from Defendant.

41. As with all contracts, the agreement contained an implied covenant of good faith and fair dealing.

42. Defendants breached said implied covenant when they attempted to withdraw the offer after it had already been made. Plaintiffs have been damaged in an amount to be proven at trial, but not less than $100,000.00.

43. In addition, Defendant should be bound to the Trial Period and Modification agreement that was drafted and submitted by Defendant.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For specific performance of the agreement in question;

2. For general, compensatory, and consequential damages;

3. For punitive damages;

4. For an order prohibiting Defendants from initiating foreclosure proceedings.

5. For attorney's fees and costs; and,

6. Any other relief which the Court deems warranted.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues triable by jury.

DATED this 6th day of December, 2013.

EVELAND AND ASSOCIATES, PLLC

/s/ Jared B. Pearson
Jared B. Pearson
Attorney for Plaintiff

EXHIBIT "A"

Nationstar MORTGAGE

350 Highland Drive
Lewisville, Texas 75067
Office: 877-783-7491

10/23/2013

MEGAN CROWLEY
DANIEL CROWLEY
11242 S FARNSWORTH LN
SANDY UT 84070

Dear MEGAN & DANIEL,

Congratulations! You are approved to enter into a trial period plan under the FHA HAMP Modification Program. This is the first step toward qualifying for more affordable mortgage payments. Please read this letter so that you understand all the steps you need to take to modify your mortgage payments.

What you need to do....
To accept this offer, you must make new monthly "trial period payments" in place of your normal monthly mortgage payment. Send your monthly trial period payments instead of your normal monthly mortgage payment as follows:

- 1st payment: $1923.77 by 12/1/2013
- 2nd payment: $1923.77 by 1/1/2014
- 3rd payment: $1923.77 by 2/1/2014

After all trial period payments are timely made, your mortgage will be permanently modified (Your existing loan and loan requirements remain in effect and unchanged during the trial period). **If each payment is not received by Nationstar Mortgage LLC by its due date, this offer will end and your loan will not be approved for the FHA Modification.**

You must return a signed copy of these documents to Nationstar Mortgage LLC either by fax, (972-219-3051) email, (Jaclyn.Stanley@nationstarmail.com) or mail (Nationstar Mortgage 350 Highland Dr. Lewisville, TX 75067).

If you have any questions regarding your approved trial plan, please call us at 1-877-783-7491, Monday through Thursday, between 8:00 a.m. and 11:00 p.m. (CST), and Friday between 8:00 a.m. and 5:00 p.m. (CST).

Sincerely,

Jaclyn Stanley
Government Division – FHA, VA & Rural Housing
(877) 783-7491

This is an attempt to collect a debt and any information obtained will be used for that purpose. If you are represented by an Attorney, please refer this letter to such Attorney and provide us with such Attorney's name, address and telephone number.

To the extent your obligations have been discharged, dismissed, or are subject to an automatic stay of a bankruptcy order under Title 11 of the United States Code, this notice is for compliance and information purposes only and does not constitute a demand for payment or any attempt to collect any such obligation.

FHA HAMP TRIAL PERIOD AGREEMENT

Forbearance Agreement Effective Date: 12/1/2013
Borrower ("I"):[14] CROWLEY, MEGAN
Lender ("Lender"): Nationstar Mortgage LLC
Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 11/15/2010
Loan Number ("Loan"): 605852540
Property Address ("Property"): 11242 SOUTH FARNSWORTH LANE SANDY UT 84070
Total Indebtedness: $ 13938.85
Number of Payments Delinquent: 6

The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined herein have the meaning given to them in the Loan Documents.

1. **My Representations.** I certify, represent to Lender and agree:
   a. I live in the Property as my principal residence.
   b. I have not sold or otherwise transferred ownership of the Property since I signed the Loan Documents and the Property has not been condemned;
   c. I am providing or already have provided documentation for all income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for this Forbearance program).
   d. All documents and information I have provided to Lender pursuant to this Agreement, including the documents and information regarding my eligibility for the Forbearance program, are true and correct; and
   e. All borrowers on the Note, except any deceased borrowers, have signed this Agreement.

2. **Failure Options.** I understand that this agreement will be terminated if:
   a. I abandon the property.
   b. I advise the lender that I will not follow through and fulfill the terms of this agreement.
   c. I allow payment to become 30 days past due and unpaid without advising the lender of any problems that rendered me unable to stay current under the terms of the forbearance.

3. **The Payment Deferral Agreement.** On or before each of the following due dates, I will pay the Lender the amount set forth below ("Deferral Period Payment").

Deferral Period Payment No.	Deferral Period Payment	Due Date On or Before
1	$1923.77	12/1/2013
2	$1923.77	1/1/2014
3	$1923.77	2/1/2014
4	$	

[14] If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

During the period (the "Deferral Period") commencing on the date of this Agreement and ending on the earlier of: (i) 2/1/2014; (ii) execution of an agreement with Lender for another resolution of my default under my Loan Documents, for example, a modification, pre-foreclosure sale or deed in lieu of foreclosure; or (iii) my default under the terms of this Agreement.

I understand and acknowledge that:

A. Foreclosure Activity. The Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Agreement. If this Agreement terminates, however, then any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by Applicable Law;

B. Application of Payments. The Lender will hold the payments received during the Deferral Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my Loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full. Upon termination of this Agreement, if I have not entered into another agreement with Lender to cure or otherwise resolve my default under the Loan Document or reinstated my Loan in full, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Agreement and not yet applied to my Loan as described above shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me.

C. Additional Assistance. During the Deferral Period, Lender will review my Loan to determine whether additional default resolution assistance can be offered to me. At the end of the Deferral Period either (1) I will be required to recommence my regularly scheduled payments and to make additional payment(s), on terms to be determined by Lender, until all past due amounts owed under the Loan documents have been paid in full, (2) I will be required to reinstate my Loan in full, (3) Lender will offer to modify my Loan; (4) Lender will offer me some other form of payment assistance or alternative to foreclosure, on terms to be determined solely by Lender with the approval of the investors or insurers on my Loan, or (5) if no feasible alternative can be identified, Lender may commence or continue foreclosure proceedings or exercise other rights and remedies provided Lender under the Loan Documents.

D. No Modification. **I understand that the Agreement is not a forgiveness of payments on my Loan or a modification of the Loan Documents.** I further understand and agree that the Lender is not obligated or bound to make any modification of the Loan Documents or provide any other alternative resolution of my default under the Loan Documents.

E. Late Charges. Unless otherwise expressly prohibited by Applicable Law, late charges will be assessed against me until the Deferred Payments have been paid in full and my Loan is brought completely current under my Loan documents, even if I make timely payments in accordance with this Agreement.

F. Bankruptcy: If, before all past due amounts are paid, I or any party with an interest in the real property which secures my Loan become subject to a proceeding in bankruptcy, or if my Loan otherwise is subject to protection under bankruptcy laws, I hereby acknowledge and agree that (1) any continued workout assistance will need to be addressed in the context of the Bankruptcy proceedings, (2) unless expressly prohibited by Applicable Law, Lender, at its option, may terminate this Agreement immediately and automatically, and (3) to the extent allowed by Applicable Law, Lender shall be entitled to immediate and automatic relief from the bankruptcy stay upon my breach of any term or condition of this Agreement, or upon Lender's termination of this Agreement.

G. Credit Reporting: The status of my Loan will be reported monthly to all respective credit reporting agencies for the duration of this Agreement and thereafter. Accordingly, for the duration of this Agreement and thereafter, Lender will report my Loan as delinquent if my Loan is not completely current under my Loan Documents, even if I make timely payments to Lender in accordance with this Agreement, if any. This Agreement does not constitute an agreement by Lender to waive any reporting of the delinquency status of my Loan payments.

H. Property Taxes and Insurance: If Lender does not maintain an impound account with respect to my Loan, it is my responsibility to timely pay all property taxes and premiums for insurance due, as required in my Loan Documents. If Lender does maintain an impound account with respect to my Loan, I agree during the Deferred Payment Period to forward to Lender the amounts required to permit the impound account to contain a sufficient balance so that payments for property taxes and insurance may be timely. My failure to timely pay property taxes or insurance, if there is no impound account, or to forward to Lender sufficient funds so that such payment may be timely made from my impound account, shall constitute an event of default, and, at Lender's option, this Agreement shall terminate immediately and automatically without further notice to me.

I. Waiver: Any forbearance by Lender in exercising any right or remedy under this Agreement or as otherwise afforded by Applicable Law shall not be a waiver or preclude the exercise of that or any other right or remedy. For example, if Lender decides to accept a partial or untimely payment from me instead of terminating this Agreement as provided herein, Lender shall not be precluded from rejecting a subsequent partial or untimely payment, terminating this Agreement, and commencing or continuing, as the case may be, foreclosure proceedings or taking any other action permitted by law.

J. Miscellaneous Provisions: The invalidity of any portion of this Agreement shall in no way affect the balance thereof. Each covenant set forth in this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, successors, assigns, attorneys, agents, employees, representatives (past and present) and each of them. This Agreement shall be governed by Texas law, without giving effect to principles of conflicts of law. TIME IS OF THE ESSENCE under this Agreement;

4. **Acknowledgement. I acknowledge that all terms and provisions of the Loan Documents remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. The Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.**

In Witness Whereof, the Lender and I have executed this Agreement.

______________________ Lender	Megan Crowley (Seal) Borrower
By: ______________________	Date 10/29/13 (Seal)
______________________ Date	Borrower Dan Crowley Date 10/29/13

Jeremy D. Eveland, MBA, JD (10412)
Jared B. Pearson (12200)
EVELAND & ASSOCIATES, PLLC.
8833 South Redwood Road, Suite C
West Jordan, Utah 84088
Telephone: (801) 676-5506
Facsimile: (801) 676-5508
Attorneys for Petitioner

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, WEST JORDAN DEPT., STATE OF UTAH

DANIEL CROWLEY, an Individual, and MEGAN CROWLEY, an Individual Plaintiffs, vs. NATIONSTAR MORTGAGE, LLC, and DOES I-X, Defendant	**AFFIDAVIT OF SERVICE** Case No. 130415070 Judge: Barry Lawrence

STATE OF UTAH)
:ss
SALT LAKE COUNTY)

I, Thomas Hatrick, having been duly sworn upon oath, depose and state as follows:

1. I am an adult who is fully competent to testify regarding the matters related herein, which are based upon my personal knowledge. If called upon to testify, my testimony would establish the facts averred in this affidavit.

2. On December 17, 2013, at 3:10pm, I personally served a true copy of the Summons and Complaint in the above referenced matter to the following Defendant at the address listed:

a. Corporation Service Company, 2180 South 1300 East, Suite 650, Salt Lake City, Utah 84106, registered agent for Nationstar Mortgage, LLC

DATED this 17 day of December, 2013.

Thomas Hatrick

SUBSCRIBED AND SWORN TO before me this 17th day of December, 2013

Notary Public

LEA ALINE MENDEZ
NOTARY PUBLIC·STATE OF UTAH
COMMISSION# 666303
COMM. EXP. 05-17-2017